IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMARY SUIT NO. 1527 OF 2004

AFL Pvt. Ltd ..Plaintiffs.

Versus

Barkha International ..Defendant.

Mr. B. Cullabawala with Rajiv Gavde i/by K. Ashar & Co. for the Plaintiffs.

None for the Defendant.

CORAM : S. J. VAZIFDAR, J.
DATED : 23rd NOVEMBER,2005.

P.C.:

1. The suit is filed to recover the amounts due by the defendant to the plaintiffs of the services rendered by the plaintiffs as their forwarding agents in respect of the consignment that was imported to India from Hongkong. The plaintiff has tendered a compilation of the original documents. The same is taken on record and marked ‘A’ collectively.

2. There is no dispute that the invoice was raised in accordance with the terms and conditions arrived at between the parties for the said services. Through inadvertence, initially the invoice dated 9th March, 2002 was in the sum of Rs.17,299/-. The same was in fact paid by the defendant. The error was in

arriving at the said sum by applying the Hong Kong dollars rate instead of the U.S. dollar rate to the sum of 2197. From the record it is clear, specially from Airway Bill, that the amount of 2197 was U.S.$ and not Hong Kong dollar. The error was corrected by the plaintiffs by the letter dated 24th February, 2003. Pursuant there-of, fresh bill/ invoice dated 9th August, 2002 was raised.

3. The defendants have at no stage disputed the aforesaid contention of the plaintiffs. There is nothing on record that militates against the plaintiff's case. The averments and submissions made in the plaint are accepted as correct.

4. In the circumstances, the suit is decreed as prayed.

5. Refund as per rules.

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